

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF NORTH CAROLINA (DURHAM)**

IN RE: David Stewart Pierce and Nancy Ahlgren Pierce Debtors.	§ § § § § § § §	CASE NO. 11-80296 CHAPTER 13
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**NATIONWIDE ACCEPTANCE'S
OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN**

COMES NOW, Nationwide Acceptance ("Nationwide"), and files this Objection to Confirmation of Debtors' Proposed Chapter 13 Plan, and in support thereof would show the Court the following:

1. Nationwide filed two secured Proofs of Claim in this proceeding. One is in the amount of \$2,685.84. The other is for \$2,622.83. Copies of the Proofs of Claim are attached as **Exhibits "A" and "B"**.

2. The claims are based on two Retail Installment Contracts ("the Contracts") dated October 20, 2007 and November 29, 2007 executed by Debtors David Stewart Pierce and Nancy Ahlgren Pierce for the purchase of carpet which was installed and is permanently affixed to the Debtors' residence located at 3503 Shady Creek Drive, Durham, NC 27713.

3. The monthly payment on the October 20, 2007 contract is \$103.93. The interest rate on the contract is 18% per annum. A copy of the Contract is attached as **Exhibit "C"**. This Contract is secured by a UCC Financing Statement recorded with the

Durham County Clerk on November 12, 2007 as Document Number 2007050831. A copy of the UCC Financing Statement is attached as **Exhibit "D"**.

4. The monthly payment on the November, 29, 2007 contract is \$81.08. The interest rate on the contract is 18% per annum. A copy of the Contract is attached as **Exhibit "E"**. This Contract is secured by a UCC Financing Statement recorded with the Durham County Clerk on January 14, 2008 as Document Number 2008001583. A copy of the UCC Financing Statement is attached as **Exhibit "F"**.

5. Nationwide objects to confirmation of the Debtors' Proposed Chapter 13 Plan to the extent that it does not list either of Nationwide's claims.

6. The plan does not show Nationwide's Secured portion of the claim for the October 20, 2007 contract in the amount of \$2,685.84 with monthly payments in the amount of \$103.93 at 18 % interest or the secured portion of the November 29, 2007 contract in the amount of \$2,622.83 with monthly payments of \$81.08 at 18% interest.

WHEREFORE, Creditor Nationwide Acceptance prays that the Debtors' Proposed Chapter 13 Plan not be confirmed unless it is modified to satisfy this objection and any other relief the court deems just and proper.

Respectfully submitted,



Chuck Owens, President/CEO
NATIONWIDE ACCEPTANCE
105 Decker Ct., Suite 725
Irving, TX 75062
(214) 492-4011 – Phone
(214) 492-4094 – Fax

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above pleading was served on the 9th day of May, 2011. Service was accomplished by the method and to the following as indicated:

BE ELECTRONIC NOTICE OR REGULAR FIRST CLASS MAIL, POSTAGE
PREPAID:

Debtor:

David Stewart Pierce
Nancy Ahlgren Pierce
3503 Shady Creek Drive
Durham, NC 27713

Debtor's Attorney:

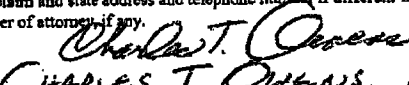
John T. Orcutt
6616-203 Six Forks Rd.
Raleigh, NC 27615

Trustee:

Richard M. Hutson, II
302 East Pettigrew St., Suite B-140
P.O. Box 3613
Durham, NC 27702



Chuck Owens, President/CEO

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: DAVID PIERCE NANCY PIERCE		Case Number: 11-80296
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): NATIONWIDE ACCEPTANCE		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (if known) Filed on: _____
Name and address where notices should be sent: NATIONWIDE ACCEPTANCE 105 DECKER CT, STE 725 IRVING, TX 75062		
Telephone number: 214-492-4010		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ 2685.84		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)(). Amount entitled to priority: <div style="text-align: center;">\$ <u>0</u></div>
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: GOODS SOLD (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: 0803 Ja. Debtor may have scheduled account as: F440500803 (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: HOME IMPROVEMENT - CARPET Value of Property: \$ 2685.84 Annual Interest Rate 18 % Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ 1350.81 Basis for perfection: UCC1 Amount of Secured Claim: \$ 2685.84 Amount Unsecured: \$ 0		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: 5/6/11	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="text-align: center;">  CHARLES T. OWENS, PRES </div>	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 132 and 3571.

EXHIBIT A

DAVID S PIERCE
3503 SHADY CREEK DR

DURHAM

NC 27713-0000

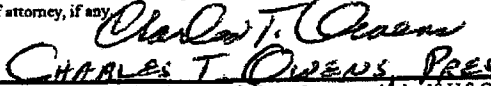
SPOUSE NANCY PIERCE

OPENING BALANCE 4,988.64 INTEREST CHARGE 1,450.64 #-PAYMENTS 48
PURCHASE DATE 10/31/07 AMOUNT 103.93

TRAN#	DATE	MODE	TRAN AMT	DUE	BALANCE	DESCRIPTION
1	12/07/07	116	104.00-	7-	4,884.64	PAYMENT BY CREDIT CARD
2	1/16/08	116	104.00-	14-	4,780.64	PAYMENT BY CREDIT CARD
3	2/18/08	255	5.20	103.79	4,785.84	LATE FEE
4	2/29/08	118	103.93-	14-	4,681.91	PAYMENT BY PHONE PAY
5	3/17/08	255	5.20	103.79	4,687.11	LATE FEE
6	4/16/08	255	5.20	207.72	4,692.31	LATE FEE
7	5/16/08	255	5.20	311.65	4,697.51	LATE FEE
8	6/06/08	118	104.00-	311.58	4,593.51	PAYMENT BY PHONE PAY
9	6/16/08	255	5.20	311.58	4,598.71	LATE FEE
10	7/16/08	255	5.20	415.51	4,603.91	LATE FEE
11	7/31/08	118	103.93-	311.58	4,499.98	PAYMENT BY PHONE PAY
12	8/18/08	118	104.00-	311.51	4,395.98	PAYMENT BY PHONE PAY
13	8/18/08	255	5.20	311.51	4,401.18	LATE FEE
14	9/16/08	255	5.20	415.44	4,406.38	LATE FEE
15	9/30/08	118	103.93-	311.51	4,302.45	PAYMENT BY PHONE PAY
16	10/16/08	255	5.20	415.44	4,307.65	LATE FEE
17	10/24/08	118	103.93-	311.51	4,203.72	PAYMENT BY PHONE PAY
18	11/17/08	255	5.20	415.44	4,208.92	LATE FEE
19	11/24/08	118	103.93-	311.51	4,104.99	PAYMENT BY PHONE PAY
20	12/16/08	255	5.20	415.44	4,110.19	LATE FEE
21	12/24/08	118	103.93-	311.51	4,006.26	PAYMENT BY PHONE PAY
22	1/16/09	255	5.20	415.44	4,011.46	LATE FEE
23	1/26/09	118	103.93-	103.93-	3,907.53	PAYMENT BY PHONE PAY
24	2/24/09	118	103.93-	104.21-	3,803.60	PAYMENT BY PHONE PAY
25	4/16/09	255	5.20	103.65	3,808.80	LATE FEE
26	4/24/09	118	103.93-	28-	3,704.87	PAYMENT BY PHONE PAY
27	5/18/09	255	5.20	103.65	3,710.07	LATE FEE
28	5/26/09	118	103.93-	28-	3,606.14	PAYMENT BY PHONE PAY
29	6/16/09	255	5.20	103.65	3,611.34	LATE FEE
30	6/24/09	118	103.93-	28-	3,507.41	PAYMENT BY PHONE PAY
31	7/16/09	255	5.20	103.65	3,512.61	LATE FEE
32	7/24/09	118	103.93-	28-	3,408.68	PAYMENT BY PHONE PAY
33	8/17/09	255	5.20	103.65	3,413.88	LATE FEE
34	8/31/09	118	103.93-	28-	3,309.95	PAYMENT BY PHONE PAY
35	9/16/09	255	5.20	103.65	3,315.15	LATE FEE
36	10/12/09	118	103.93-	103.65	3,211.22	PAYMENT BY PHONE PAY
37	10/16/09	255	5.20	103.65	3,216.42	LATE FEE
38	11/16/09	255	5.20	207.58	3,221.62	LATE FEE
39	11/25/09	118	103.93-	103.65	3,117.69	PAYMENT BY PHONE PAY
40	12/16/09	255	5.20	207.58	3,122.89	LATE FEE
41	12/28/09	118	103.93-	103.65	3,018.96	PAYMENT BY PHONE PAY
42	1/18/10	255	5.20	207.58	3,024.16	LATE FEE
43	1/25/10	118	103.93-	103.65	2,920.23	PAYMENT BY PHONE PAY
44	2/16/10	255	5.20	207.58	2,925.43	LATE FEE
45	3/15/10	118	103.93-	207.58	2,821.50	PAYMENT BY PHONE PAY

TRAN#	DATE	MODE	TRAN AMT	DUE	BALANCE	DESCRIPTION
46	3/16/10	255	5.20	207.58	2,826.70	LATE FEE
47	4/16/10	255	5.20	311.51	2,831.90	LATE FEE
48	4/26/10	118	103.93-	207.58	2,727.97	PAYMENT BY PHONE PAY
49	5/17/10	255	5.20	311.51	2,733.17	LATE FEE
50	6/16/10	255	5.20	415.44	2,738.37	LATE FEE
51	7/16/10	255	5.20	519.37	2,743.57	LATE FEE
52	8/16/10	255	5.20	623.30	2,748.77	LATE FEE
53	9/16/10	255	5.20	727.23	2,753.97	LATE FEE
54	10/18/10	255	5.20	831.16	2,759.17	LATE FEE
55	11/16/10	255	5.20	935.09	2,764.37	LATE FEE
56	11/30/10	118	103.93-	831.16	2,660.44	PAYMENT BY PHONE PAY
57	12/16/10	255	5.20	935.09	2,665.64	LATE FEE
58	1/17/11	255	5.20	1,039.02	2,670.84	LATE FEE
59	2/16/11	255	5.00	1,142.95	2,675.84	LATE FEE
60	3/16/11	255	5.00	1,246.88	2,680.84	LATE FEE
61	4/18/11	255	5.00	1,350.81	2,685.84	LATE FEE

** END OF PRINT **

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: DAVID PIERCE NANCY PIERCE		Case Number: 11-80296
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 305.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): NATIONWIDE ACCEPTANCE		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: NATIONWIDE ACCEPTANCE 105 DELKER CT., STE 725 IRVING, TX 75062		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number: 214-492-4010		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ 2622.83 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ 0
2. Basis for Claim: GOODS SOLD (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: 0939 3a. Debtor may have scheduled account as: F440500939 (See instruction #3a on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: HOME IMPROVEMENT - CARPET Value of Property: \$ 2622.83 Annual Interest Rate: 18 % Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ 486.48 Basis for perfection: UCC1 Amount of Secured Claim: \$ 2622.83 Amount Unsecured: \$ 0		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: 5/6/11 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="text-align: center;">  CHARLES T. OWENS, PRES </div>		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

EXHIBIT B

DAVID S PIERCE
3503 SHADY CREEK DR

DURHAM

NC 27713-0000

SPOUSE NANCY PIERCE

OPENING BALANCE 4,864.80 INTEREST CHARGE 1,671.80 #-PAYMENTS 60
PURCHASE DATE 12/12/07 AMOUNT 81.08

TRAN#	DATE	MODE	TRAN	AMT	DUE	BALANCE	DESCRIPTION
1	2/07/08	255		4.05	81.08	4,868.85	LATE FEE
2	2/19/08	118		81.08-		4,787.77	PAYMENT BY PHONE PAY
3	3/07/08	255		4.05	81.08	4,791.82	LATE FEE
4	4/07/08	255		4.05	162.16	4,795.87	LATE FEE
5	5/07/08	255		4.05	243.24	4,799.92	LATE FEE
6	6/06/08	118		85.00-	239.32	4,714.92	PAYMENT BY PHONE PAY
7	6/09/08	255		4.05	239.32	4,718.97	LATE FEE
8	7/07/08	255		4.05	320.40	4,723.02	LATE FEE
9	7/31/08	118		81.08-	320.40	4,641.94	PAYMENT BY PHONE PAY
10	8/07/08	255		4.05	320.40	4,645.99	LATE FEE
11	8/18/08	118		82.00-	238.40	4,563.99	PAYMENT BY PHONE PAY
12	9/08/08	255		4.05	319.48	4,568.04	LATE FEE
13	9/30/08	118		81.08-	319.48	4,486.96	PAYMENT BY PHONE PAY
14	10/07/08	255		4.05	319.48	4,491.01	LATE FEE
15	10/24/08	118		81.08-	319.48	4,409.93	PAYMENT BY PHONE PAY
16	11/07/08	255		4.05	319.48	4,413.98	LATE FEE
17	11/24/08	118		81.08-	319.48	4,332.90	PAYMENT BY PHONE PAY
18	12/08/08	255		4.05	319.48	4,336.95	LATE FEE
19	12/24/08	118		81.08-	319.48	4,255.87	PAYMENT BY PHONE PAY
20	1/07/09	255		4.05	319.48	4,259.92	LATE FEE
21	1/26/09	118		81.08-	4.84-	4,178.84	PAYMENT BY PHONE PAY
22	2/24/09	118		81.08-	4.84-	4,097.76	PAYMENT BY PHONE PAY
23	3/31/09	118		81.08-	4.84-	4,016.68	PAYMENT BY PHONE PAY
24	4/24/09	118		81.08-	4.84-	3,935.60	PAYMENT BY PHONE PAY
25	5/26/09	118		81.08-	4.84-	3,854.52	PAYMENT BY PHONE PAY
26	6/24/09	118		81.08-	4.84-	3,773.44	PAYMENT BY PHONE PAY
27	7/24/09	118		81.08-	4.84-	3,692.36	PAYMENT BY PHONE PAY
28	8/31/09	118		81.08-	4.84-	3,611.28	PAYMENT BY PHONE PAY
29	10/07/09	255		4.05	76.24	3,615.33	LATE FEE
30	10/12/09	118		81.08-	4.84-	3,534.25	PAYMENT BY PHONE PAY
31	10/31/09	118		76.24-		3,458.01	PAYMENT BY PHONE PAY
32	11/24/09	118		81.08-		3,376.93	PAYMENT BY PHONE PAY
33	12/24/09	118		81.08-		3,295.85	PAYMENT BY PHONE PAY
34	1/25/10	118		81.08-		3,214.77	PAYMENT BY PHONE PAY
35	3/08/10	255		4.05	81.08	3,218.82	LATE FEE
36	3/15/10	118		81.08-		3,137.74	PAYMENT BY PHONE PAY
37	4/07/10	255		4.05	81.08	3,141.79	LATE FEE
38	4/26/10	118		81.08-	81.08	3,060.71	PAYMENT BY PHONE PAY
39	5/07/10	255		4.05	81.08	3,064.76	LATE FEE
40	5/24/10	118		81.08-	81.08	2,983.68	PAYMENT BY PHONE PAY
41	6/07/10	255		4.05	81.08	2,987.73	LATE FEE
42	6/24/10	118		81.08-	81.08	2,906.65	PAYMENT BY PHONE PAY
43	7/07/10	255		4.05	81.08	2,910.70	LATE FEE
44	7/26/10	118		81.08-	81.08	2,829.62	PAYMENT BY PHONE PAY
45	8/09/10	255		4.05	81.08	2,833.67	LATE FEE

TRAN#	DATE	MODE	TRAN	AMT	DUE	BALANCE	DESCRIPTION
46	8/24/10	118	81.08-	81.08	2,752.59	PAYMENT BY PHONE PAY	
47	9/07/10	255	4.05	81.08	2,756.64	LATE FEE	
48	9/24/10	118	81.08-	81.08	2,675.56	PAYMENT BY PHONE PAY	
49	10/07/10	255	4.05	81.08	2,679.61	LATE FEE	
50	11/08/10	255	4.05	162.16	2,683.66	LATE FEE	
51	12/07/10	255	4.05	243.24	2,687.71	LATE FEE	
52	12/16/10	118	81.08-	162.16	2,606.63	PAYMENT BY PHONE PAY	
53	1/07/11	255	4.05	243.24	2,610.68	LATE FEE	
54	2/07/11	255	4.05	324.32	2,614.73	LATE FEE	
55	3/07/11	255	4.05	405.40	2,618.78	LATE FEE	
56	4/07/11	255	4.05	486.48	2,622.83	LATE FEE	

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SELLER			RETAIL INSTALLMENT CONTRACT		BUYER		
NAME	EMPIRE TODAY, LLC		DLR NO.	F4405		NAME	DAVID PIERCE
BUSINESS ADDRESS	4300 EMPEROR BLVD, SUITE 400					NAME	NANCY PIERCE
CITY	DURHAM	STATE	NC	ZIP	27703	MAILING ADDRESS	3503 SHADY CREEK DRIVE
SALESPERSON	DENITT PROPPS					CITY	DURHAM
DATE OF CONTRACT	10.20.07	DATE OF DELIVERY		SELLER'S PHONE	919.612.5642	STATE	NC
						ZIP	27713

In this Contract, the words "you" and "your" mean the Seller. The words "I," "we," "my," "our," "me" and "mine" mean each and all Buyers except in the Notice to Buyers above Buyers' signatures where the word "you" means Buyer.

THE PROPERTY **CARPET - YJ10853** **CARPET - YJ10854** **ORIGINAL CONTRACT**

RECEIVED DATE

OCT 31 2007

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.	The total cost of my purchase on credit, including my downpayment of \$
18.00%	\$450.64	\$3538.00	\$4988.64	\$4988.64

Late Charge: If a payment is late by 10 days or more I will be charged an amount which is 5% of the payment or \$5.00, whichever is less.

Prepayment: If I pay off early, I will not have to pay a penalty and I may be entitled to a refund of part of the finance charge.

SECURITY: I am giving you and your assigns a purchase money security interest in the goods I am purchasing.

My payment schedule will be: **30 DAYS AFTER COMPLETION**

No. of Payments	Amount of Payments	When Payments Are Due
48	\$103.93	Monthly beginning

Due dates: 1st through 20th

Itemization of the Amount Financed

- | | |
|---------------------------------------|----------------------------------|
| 1. Cash Price \$ <u>3538.00</u> | 1. Cash \$ <u>0</u> |
| 2. Shipping Charges \$ <u>0</u> | 2. Trade-in \$ <u>0</u> |
| 3. Sales Tax \$ <u>0</u> | 3. Total Downpayment \$ <u>0</u> |
| 4. Total Cash Price \$ <u>3538.00</u> | (1+2) |
| AMOUNT FINANCED \$ <u>3538.00</u> | |

(Total cash price (less) total downpayment)

ASSIGNEE: Name NATIONWIDE ACCEPTANCE
Address 105 DECKER CT., SUITE 725
IRVING, TEXAS 75062

This Contract is assignable by you. If the name and address for an Assignee is completed above, I understand that this Contract may be assigned to such Assignee and I agree to make all payments at the address of the Assignee above after I receive notice this Contract has been assigned to such Assignee. I agree to make payments to this or any other designated Assignee at any address specified in any written notice that I receive telling me this Contract has been assigned.

NOTICE TO THE BUYER

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS MAY OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS. IT SHALL NOT BE LEGAL FOR THE SELLER TO ENTER YOUR PREMISES UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED UNDER THIS AGREEMENT.

We agree to the terms of this Retail Installment Contract, Disclosure Statement, and Security Agreement (the "Contract") which cover the Collateral described in this Contract.

The terms and conditions of this contract are subject to credit approval.

I/WE HAVE RECEIVED A COMPLETED COPY OF THIS CONTRACT AND HAVE READ ALL THE DISCLOSURE INFORMATION INCLUDING THOSE ON THE REVERSE SIDE.

I/WE ACKNOWLEDGE THE EXISTENCE OF THE ARBITRATION AGREEMENT SET FORTH ON THE REVERSE SIDE, AND I/WE SPECIFICALLY AGREE TO BE BOUND BY ITS TERMS.

BUYER [Signature]
BUYER Nancy Pierce
SELLER Myra McCarty-Spanow
BY

NOTICE: Any holder of this consumer credit Contract is subject to all claims and defenses which the Debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the Debtor shall not exceed amounts paid by the Debtor hereunder.

BUYERS RIGHT TO CANCEL: You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day (fifth day in Alaska) after the date of this transaction. See the attached Notice of Cancellation Form for an explanation of this right.

Rev 09/07

EXHIBIT C

ADDITIONAL TERMS AND CONDITIONS

ATTORNEY FEES AND COURT COSTS: If this contract is referred to an attorney for collection, I agree to pay the amounts actually incurred by you as court costs (not applicable to Ohio residents, or where otherwise prohibited by law) and attorney's fees (not applicable to Ohio and California residents, or where otherwise prohibited by law) assessed by a court.

NSF CHECKS: If you pay any sums to NA with a check which is returned to us for insufficient funds in the account upon which the check is drawn, a \$15 charge will be made to your account.

CREDIT REPORTING: Each month information concerning your account will be furnished to major consumer credit reporting agencies. This information may include your loan amount, balance, and payment history including late payments, charge offs and bankruptcies.

REFUND/EXCHANGE POLICY: Except as provided herein with regard to BUYER'S RIGHT TO CANCEL, all sales are final and are not subject to refund or exchange.

ILLINOIS RESIDENTS may contact the Illinois Commissioner of Banks and Trust Companies for comparative information on finance charges, fees and grace periods. State of Illinois-CIP, P.O. Box 10181, Springfield, Illinois, 62791, 1-800-634-6452.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

TEXAS BUYERS: To contact Nationwide Acceptance about this account call 877-902-9521. If this contract is not assigned to Nationwide Acceptance the seller can be contacted as shown in the top left Seller section of this contract. This Contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2801 N. Lamar, Austin, Texas 78705-4207, Telephone 512-478-1285 or 800-638-1576. Contact the commissioner relative to any inquiries or complaints. Under Texas Law this contract is governed by Article 5089 - 6.03 V.T.C.S.

WISCONSIN RESIDENTS: Wisconsin law provides that no agreement, court order or individual statement applying to marital property will affect a creditor's interest unless prior to the time credit is granted the creditor is furnished with a copy of the agreement, court order, or statement, or has actual knowledge of the adverse provision.

CREDIT WORTHINESS: The terms and conditions of this contract are subject to credit approval.

CREDIT INVESTIGATION: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of your application. Buyer may request the name and address of the agency, which furnished the consumer report, if any and may receive a copy by contacting the agency. Buyer hereby authorizes Seller or its assignee to sell or otherwise furnish information concerning Buyer and his account to all others who may lawfully receive such information for their own use.

SECURITY INTERESTS: Seller and/or its assignees retain and shall have a purchase money security interest in the property described on the reverse side hereof and all accessions under the Uniform Commercial Code and all proceeds of the collateral including insurance proceeds until the Total of payments and all other amounts due from Buyer are paid in full. Buyer also authorizes Seller and/or its assignees to file UCC Financing Statements with the appropriate agency if the property described on the reverse side is attached to any real property.

The following ASSIGNMENT is not part of this Retail Installment Contract. **THIS CONTRACT IS ASSIGNED TO NATIONWIDE ACCEPTANCE**

ASSIGNMENT

Dated 10-20-07

For value received, SELLER hereby sells, assigns, and transfers to NATIONWIDE ACCEPTANCE all of SELLER's right, title and interest in and to the foregoing RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT, hereinafter referred to as CONTRACT, and all proceeds therefrom, with full power to take all legal or other action in the name of the SELLER with respect thereto.

SELLER represents and warrants to ASSIGNEE that its title to the CONTRACT is absolute; that said CONTRACT is genuine, complete and enforceable in all respects and has not been altered, and that all statements and facts contained therein are true; that the signatures thereon are genuine; that the parties to said CONTRACT have the capacity to contract; that said instrument and the transaction to which it relates were made in full compliance with all applicable federal, state and local laws or regulations; that no party to the CONTRACT has, at the date of assignment, any right to rescind under any applicable federal, state or local law; that no warranties, express or implied, have been made to BUYER as a part of or as an inducement to sign the CONTRACT, except for any written warranty attached hereto; that said CONTRACT was not obtained by and does not involve any fraud or misrepresentations; that the goods sold under said CONTRACT are truthfully described therein; that the terms of said CONTRACT constitute the entirety of the agreement with respect to such sale, there being no special or side agreements for rebate, extension of payment, or other concessions affecting said BUYER'S obligations; that the goods were delivered in accordance with the CONTRACT and to the satisfaction of BUYER; that there is owing on the CONTRACT the Total of Payment set forth therein, and that SELLER has no knowledge of any facts impairing the validity or value of the CONTRACT; that said BUYER does not dispute his obligation to pay the unpaid balance due in accordance with the terms and provisions of said CONTRACT; and that BUYER does not assert any claim under or defense to said CONTRACT.

Upon the breach of any of said representations or warranties, SELLER agrees, upon demand, to purchase this CONTRACT for the amount owing thereon, plus all costs and expenses paid or incurred by ASSIGNEE with respect thereto, including reasonable attorney's fees and any refunds, damages or other amounts paid to BUYER, and said remedy shall be cumulative and shall not affect any other right or remedy that ASSIGNEE may have against SELLER.

EMPIRE TODAY, LLC

SELLER

ARBITRATION AGREEMENT

The parties agree as follows:

- RIGHT TO ELECT TO ARBITRATE:** Any party covered by this Agreement may elect to have any claim, dispute or controversy ("Claim") of any kind (whether in contract, tort or otherwise) arising out of or relating to your Retail Installment Contract, or any prior or future dealings between us, resolved by binding arbitration. A Claim may include, but shall not be limited to, the issue of whether any particular Claim must be submitted to arbitration, or the facts and circumstances involved with your signing of this Agreement, or your willingness to abide by the terms of this Agreement or the validity of this Agreement. Any such election may be made at any time. Both parties agree that neither party has to initiate an arbitration proceeding before exercising remedies of self-help repossession, non-judicial foreclosure, replevin or other similar remedies. The filing of a lawsuit or the pursuit of other self-help remedies does not mean that either party has waived the right to subsequently elect to submit a Claim to arbitration.
- RULES:** If arbitration is elected, it will be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("Rules"). If you have any questions concerning the American Arbitration Association, or if you wish to obtain a copy of their Rules and forms, you may call (800) 778-7879. Any hearing will take place in the county of your residence. The arbitrator shall be neutral and either party may require that the arbitrator be a retired federal judge. The arbitrator shall apply all applicable law and shall provide a written decision that includes findings of fact and conclusions of law. Judgment upon the award issued by the arbitrator may be entered in any court having jurisdiction.
- UNITED STATES ARBITRATION ACT:** The parties agree the Retail Installment Contract involves "commerce" as defined in the United States Arbitration Act ("USAA"), Title 9, United States Code, and this Agreement shall be governed by the provisions of the USAA.
- FEES & COSTS:** If you start an arbitration proceeding, you agree to pay the initial filing fee required under the Rules up to a maximum of \$125. The AAA may, in the event of extreme hardship on the part of any party, defer or reduce the administrative fees. We agree to pay for any part of the filing fee and any deposit required under the Rules in excess of \$125. We also agree to pay the costs of the arbitration proceeding. If we start an arbitration proceeding, we will pay the filing fee, any deposit required under the Rules, and the costs of the arbitration proceeding. Each party shall be responsible for their own attorney, witness, and expert fees and costs unless the Retail Installment Contract (or applicable law) provides otherwise.
- LIMITATIONS OF RIGHTS: IF ARBITRATION IS ELECTED BY EITHER PARTY UNDER THIS AGREEMENT: (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS OF APPEAL; (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND / OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND US; (F) IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE INVALID, THE INVALID PROVISION SHALL NOT AFFECT THE ENFORCEMENT OF ANY OTHER PROVISION OF THIS AGREEMENT.**

READ THIS ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO PURSUE A CLAIM IN COURT AND YOUR RIGHT TO HAVE A JURY TRIAL.

NOTICE OF CANCELLATION

DATE: 10.20.07

(Date of Transaction)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS (five days in Alaska) from the above date. If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the Seller of your Cancellation Notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk.

If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to EMPIRE TODAY, LLC

(Name of Seller)

AT 4300 EMPEROR BLVD, STE 400, DURHAM, NC 27703

(Address of Seller's place of business)

NOT LATER THAN MIDNIGHT OF 10.24.07

(Date)

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)

REV. (8/07)

NOTICE OF CANCELLATION

DATE: 10.20.07

(Date of Transaction)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS (five days in Alaska) from the above date. If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the Seller of your Cancellation Notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk.

If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to EMPIRE TODAY, LLC

(Name of Seller)

AT 4300 EMPEROR BLVD, STE 400, DURHAM, NC 27703

(Address of Seller's place of business)

NOT LATER THAN MIDNIGHT OF 10.24.07

(Date)

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)

FORM NO. 7003M

2007050831

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

M. E. Wileman

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Orion Financial Group, Inc. *
 2860 Exchange Blvd. # 100
 Southlake, TX 76092

FOR REGISTRATION REGISTER OF DEEDS

Willie L. Covington

DURHAM COUNTY NC

2007 NOV 12 12:58:21 PM

BX:5793 PG:506-508 FEE:\$38.00

INSTRUMENT # 2007050831

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

1b. INDIVIDUAL'S LAST NAME
PIERCEFIRST NAME
DAVID

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

3503 SHADY CREEK DR

CITY

DURHAM

STATE

NC

POSTAL CODE

27713

COUNTRY

USA

1d. TAX ID# SSN OR EIN

1e. TYPE OF ORGANIZATION
ADOTL INFO RE
ORGANIZATION
DEBTOR

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL I.D.#, if any

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not combine or abbreviate names

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME
PIERCEFIRST NAME
NANCY

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

3503 SHADY CREEK DR

CITY

DURHAM

STATE

NC

POSTAL CODE

27713

COUNTRY

USA

2d. TAX ID# SSN OR EIN

2e. TYPE OF ORGANIZATION
ADOTL INFO RE
ORGANIZATION
DEBTOR

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL I.D.#, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P - insert only one secured party name (3a or 3b))

3a. ORGANIZATION'S NAME

eCON CREDIT L.P. DBA NATIONWIDE ACCEPTANCE

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

817 Greenview Drive

CITY

Grand Prairie

STATE

TX

POSTAL CODE

75050

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:



PIERCE SJR *03128499*

Serial #

Affixed to the real property situated at: 3503 SHADY CREEK DR DURHAM NC 27713

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) (ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Account # 7440500803

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 7/29/98)

EXHIBIT D

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

8. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR		
9b. INDIVIDUAL'S LAST NAME PIERCE	FIRST NAME DAVID	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -- Insert only one name (11a or 11b) -- do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME PIERCE	FIRST NAME NANCY	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATION ID #: If any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR'S NAME -- Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR				
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

HOME IMPROVEMENT CARPET

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

PIERCE, DAVID

16. Additional collateral description:

17. Check only if applicable and check only one box.
Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.
☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured-Home Transaction -- effective 30 years
☐ Filed in connection with a Public-Finance Transaction -- effective 30 years

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)



WILLIE L. COVINGTON
REGISTER OF DEEDS, DURHAM COUNTY
DURHAM COUNTY COURTHOUSE
200 E. MAIN STREET
DURHAM, NC 27701

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 11/12/2007 12:58:21 PM
Book: RE 5793 Page: 506-508
Document No.: 2007050831
UCC 3 PGS \$38.00
Recorder: JENNIFER H SMITH



2007050831

SELLER			RETAIL INSTALLMENT CONTRACT		BUYER	
NAME <u>EMPIRE TODAY, LLC</u>	DLR. NO. <u>F4405</u>	NAME <u>DAVID PIERCE</u>				
BUSINESS ADDRESS <u>4800 EMPEROR BLVD, STE 400</u>			NAME <u>NANCY PIERCE</u>			
CITY <u>DURHAM</u> STATE <u>NC</u> ZIP <u>27703</u>			MAILING ADDRESS <u>3503 SHADY CREEK DRIVE</u>			
SALESPERSON <u>DEWITT PROPPS</u>			CITY <u>DURHAM</u>			
DATE OF CONTRACT <u>11.29.07</u>	DATE OF DELIVERY	SELLER'S PHONE <u>719.612.5542</u>	STATE <u>NC</u>	ZIP <u>27715</u>		

In this Contract, the words "you" and "your" mean the Seller. The words "I," "we," "my," "our," "me" and "mine" mean each and all Buyers except in the Notice to Buyers above Buyers' signatures where the word "you" means Buyer.

THE PROPERTY

CAR - 7510644
VJ09600

ORIGINAL CONTRACT
RECEIVED DATE DEC 11 2007

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE <small>The cost of my credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost me.</small>	Amount Financed <small>The amount of credit provided to me or on my behalf.</small>	Total of Payments <small>The amount I will have paid after I have made all payments as scheduled.</small>	Total Sale Price <small>The total cost of my purchase on credit, including my downpayment of \$</small>
<u>18.00%</u>	<u>\$1671.80</u>	<u>\$3193.00</u>	<u>\$4864.80</u>	<u>\$4864.80</u>

Lat Charge: If a payment is late by 10 days or more I will be charged an amount which is 5% of the payment of \$5.00, whichever is less.

My payment schedule will be 50 DAYS AFTER COMPLETION

No. of Payments	Amount of Payments	When Payments Are Due
<u>60</u>	<u>\$81.08</u>	<u>Monthly beginning</u>

Due dates: 1st through 20th

SECURITY: I am giving you and your assigns a purchase money security interest in the goods I am purchasing.

Prepayment: If I pay off early, I will not have to pay a penalty and I may be entitled to a refund of part of the finance charge.

I will see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Itemization of the Amount Financed

1. Cash Price <u>\$3193.00</u>	1. Cash \$ <u>0</u>
2. Shipping Charges \$ <u>0</u>	2. Trade-In \$ <u>0</u>
3. Sales Tax \$ <u>0</u>	3. Total Downpayment \$ <u>0</u>
4. Total Cash Price <u>\$3193.00</u>	(1+2) <u>0</u>

AMOUNT FINANCED \$ 3193.00
(Total cash price [less] total downpayment)

ASSIGNEE: Name NATIONWIDE ACCEPTANCE
Address 817 GREENVIEW DRIVE
GRAND PRAIRIE, TEXAS 75050

This Contract is assignable by you. If the name and address for an Assignee completed above, I understand that this Contract may be assigned to that Assignee and I agree to make all payments at the address of the Assignee. After I receive notice this Contract has been assigned to such Assignee, I agree to make payments to this or any other designated Assignee at any address specified in any written notice that I receive telling me this Contract has been assigned.

NOTICE TO THE BUYER

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS MAY OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS. IT SHALL NOT BE LEGAL FOR THE SELLER TO ENTER YOUR PREMISES UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED UNDER THIS AGREEMENT.

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I/WE HAVE RECEIVED A COMPLETED COPY OF THIS CONTRACT AND HAVE READ ALL THE DISCLOSURE INFORMATION INCLUDING THOSE ON THE REVERSE SIDE.

I/WE ACKNOWLEDGE THE EXISTENCE OF THE ARBITRATION AGREEMENT SET FORTH ON THE REVERSE SIDE, AND I/WE SPECIFICALLY AGREE TO BE BOUND BY ITS TERMS

BUYER [Signature]
BUYER [Signature]
SELLER [Signature]
BY [Signature]

NOTICE: Any holder of this consumer credit Contract is subject to all claims and defenses which the Debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the Debtor shall not exceed amounts paid by the Debtor hereunder.

BUYERS RIGHT TO CANCEL: You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day (fifth day in Alaska) after the date of this transaction. See the attached Notice of Cancellation Form for an explanation of this right.

EXHIBIT E

ADDITIONAL TERMS AND CONDITIONS

ATTORNEY FEES AND COURT COSTS: If this contract is referred to an attorney for collection, I agree to pay the amounts actually incurred by you as court costs (not applicable to Ohio residents, or where otherwise prohibited by law) and attorney's fees (not applicable to Ohio and California residents, or where otherwise prohibited by law) assessed by a court.

NSF CHECKS: If you pay any sums to NA with a check which is returned to us for insufficient funds in the account upon which the check is drawn, a \$15 charge will be made to your account.

CREDIT REPORTING: Each month information concerning your account will be furnished to major consumer credit reporting agencies. This information may include your loan amount, balance, and payment history including late payments, charge offs and bankruptcies.

REFUND/EXCHANGE POLICY: Except as provided herein with regard to BUYER'S RIGHT TO CANCEL, all sales are final and are not subject to refund or exchange.

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OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

TEXAS BUYERS: To contact Nationwide Acceptance about this account call 877-902-9521. If this contract is not assigned to Nationwide Acceptance the seller can be contacted as shown in the top left Seller section of this contract. This Contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2801 N. Lamar, Austin, Texas 78706-4207. Telephone 512-479-1285 or 800-638-1579. Contact the commissioner relative to any inquiries or complaints. Under Texas Law this contract is governed by Article 5069 - 6.03 V.T.C.S.

WISCONSIN RESIDENTS: Wisconsin law provides that no agreement, court order or individual statement applying to marital property will affect a creditor's interest unless prior to the time credit is granted the creditor is furnished with a copy of the agreement, court order, or statement, or has actual knowledge of the adverse provision.

CREDIT WORTHINESS: The terms and conditions of this contract are subject to credit approval.

CREDIT INVESTIGATION: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of your application. Buyer may request the name and address of the agency, which furnished the consumer report, if any and may receive a copy by contacting the agency. Buyer hereby authorizes Seller or its assignee to sell or otherwise furnish information concerning Buyer and his account to all others who may lawfully receive such information for their own use.

The following ASSIGNMENT is not part of this Retail Installment Contract

ASSIGNMENT THIS CONTRACT IS ASSIGNED TO NATIONWIDE ACCEPTANCE

Dated 11.29.07

For value received, SELLER hereby sells, assigns, and transfers to NATIONWIDE ACCEPTANCE, a NEW YORK BUYER, its successors and assigns, herein referred to as ASSIGNEE, all of SELLER'S right, title and interest in and to the foregoing RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT, hereinafter referred to as CONTRACT, and all money due and to become due thereunder, with full power to take all legal or other action in the name of the SELLER with respect to said CONTRACT.

SELLER represents and warrants to ASSIGNEE that its title to the CONTRACT is absolute; that said CONTRACT is genuine, complete and enforceable in all respects and has not been altered, and that all statements and facts contained therein are true; that the signatures thereon are genuine; that the parties to said CONTRACT have the capacity to contract; that said instrument and the transaction to which it relates were made in full compliance with all applicable federal, state and local laws or regulations; that no party to the CONTRACT has, at the date of assignment, any right to rescind under any applicable federal, state or local law; that no warranties, express or implied, have been made to BUYER as a part of or as an inducement to sign the CONTRACT, except for any written warranty attached hereto; that said CONTRACT was not obtained by and does not involve any fraud or misrepresentations; that the goods sold under said CONTRACT are truthfully described therein; that the terms of said CONTRACT constitute the entirety of the agreement with respect to such sale, there being no special or side agreements for rebate, extension of payment, or other concessions affecting said BUYER'S obligations; that the goods were delivered in accordance with the CONTRACT and to the satisfaction of BUYER; that there is owing on the CONTRACT the Total of Payment set forth therein, and that SELLER has no knowledge of any facts impairing the validity or value of the CONTRACT; that said BUYER does not dispute his obligation to pay the unpaid balance due in accordance with the terms and provisions of said CONTRACT; and that BUYER does not assert any claim under or defense to said CONTRACT.

Upon the breach of any of said representations or warranties, SELLER agrees, upon demand, to purchase this CONTRACT for the amount owing thereon, plus all costs and expenses paid or incurred by ASSIGNEE with respect thereto; including reasonable attorney's fees and any refunds, damages or other amounts paid to BUYER, and said remedy shall be cumulative and shall not affect any other right or remedy that ASSIGNEE may have against SELLER.

EMPIRE TODAY, LLC

SELLER

ARBITRATION AGREEMENT

The parties agree as follows:

- (1) **RIGHT TO ELECT TO ARBITRATE:** Any party covered by this Agreement may elect to have any claim, dispute or controversy ("Claim") of any kind (whether in contract, tort or otherwise) arising out of or relating to your Retail Installment Contract, or any prior or future dealings between us, resolved by binding arbitration. A Claim may include, but shall not be limited to, the issue of whether any particular Claim must be submitted to arbitration, or the facts and circumstances involved with your signing of this Agreement, or your willingness to abide by the terms of this Agreement or the validity of this Agreement. Any such election may be made at any time. Both parties agree that neither party has to initiate an arbitration proceeding before exercising remedies of self-help repossession, non-judicial foreclosure, replevin or other similar remedies. The filing of a lawsuit or the pursuit of other self-help remedies does not mean that either party has waived the right to subsequently elect to submit a Claim to arbitration.
- (2) **RULES:** If arbitration is elected, it will be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("Rules"). If you have any questions concerning the American Arbitration Association, or if you wish to obtain a copy of their Rules and forms, you may call (800) 775-7879. Any hearing will take place in the county of your residence. The arbitrator shall be neutral and either party may require that the arbitrator be a retired federal judge. The arbitrator shall apply all applicable law and shall provide a written decision that includes findings of fact and conclusions of law. Judgment upon the award issued by the arbitrator may be entered in any court having jurisdiction.
- (3) **UNITED STATES ARBITRATION ACT:** The parties agree the Retail Installment Contract involves "commerce" as defined in the United States Arbitration Act ("USAA"), Title 9, United States Code, and this Agreement shall be governed by the provisions of the USAA.
- (4) **FEES & COSTS:** If you start an arbitration proceeding, you agree to pay the initial filing fee required under the Rules up to a maximum of \$125. The AAA may, in the event of extreme hardship on the part of any party, defer or reduce the administrative fees. We agree to pay for any part of the filing fee and any deposit required under the Rules in excess of \$125. We also agree to pay the costs of the arbitration proceeding. If we start an arbitration proceeding, we will pay the filing fee, any deposit required under the Rules, and the costs of the arbitration proceeding. Each party shall be responsible for their own attorney, witness, and expert fees and costs unless the Retail Installment Contract (or applicable law) provides otherwise.
- (5) **LIMITATIONS OF RIGHTS: IF ARBITRATION IS ELECTED BY EITHER PARTY UNDER THIS AGREEMENT: (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS OF APPEAL; (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND / OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND US; (F) IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE INVALID, THE INVALID PROVISION SHALL NOT AFFECT THE ENFORCEMENT OF ANY OTHER PROVISION OF THIS AGREEMENT.**

READ THIS ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO PURSUE A CLAIM IN COURT AND YOUR RIGHT TO HAVE A JURY TRIAL.

NOTICE OF CANCELLATION

DATE: 11.29.07

(Date of Transaction)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS (five days in Alaska) from the above date. If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the Seller of your Cancellation Notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk.

If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to EMPIRE TODAY, LLC

(Name of Seller)

AT 4300 EMPEROR BLVD STE 400 DURHAM NC 27703 AT 4300 EMPEROR BLVD STE 400 DURHAM, NC 27703

(Address of Seller's place of business)

(Address of Seller's place of business)

NOT LATER THAN MIDNIGHT OF 12.03.07

(Date)

NOT LATER THAN MIDNIGHT OF 12.03.07

(Date)

I HEREBY CANCEL THIS TRANSACTION.

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)

(Date)

(Buyer's Signature)

REV. (12/02)

THIS SPACE FOR USE OF FILING OFFICER



2008001583

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

M. E. Wileman

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Orion Financial Group, Inc.
2860 Exchange Blvd. # 100
Southlake, TX 76092

FOR REGISTRATION REGISTER OF DEEDS
Wille L. Covington
DURHAM COUNTY, NC
2008 JAN 14 10:12:26 AM
BK:5843 PG:665-667 FEE:\$38.00

INSTRUMENT # 2008001583

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME			
1b. INDIVIDUAL'S LAST NAME PIERCE		FIRST NAME DAVID	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 3503 SHADY CREEK DR		CITY DURHAM	STATE NC
		POSTAL CODE 27713	COUNTRY USA
1d. TAX ID #	SSN OR EIN	ADDTL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION
			1f. JURISDICTION OF ORGANIZATION
		1g. ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not combine or abbreviate names

2a. ORGANIZATION'S NAME			
2b. INDIVIDUAL'S LAST NAME PIERCE		FIRST NAME NANCY	MIDDLE NAME SUFFIX
2c. MAILING ADDRESS 3503 SHADY CREEK DR		CITY DURHAM	STATE NC
		POSTAL CODE 27713	COUNTRY USA
2d. TAX ID #	SSN OR EIN	ADDTL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION
			2f. JURISDICTION OF ORGANIZATION
		2g. ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P - Insert only one secured party name (3a or 3b))

3a. ORGANIZATION'S NAME ECON CREDIT L.P.			
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
3c. MAILING ADDRESS 105 Decker Court Suite 725		CITY Irving	STATE TX
		POSTAL CODE 75082	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:



PIERCE SJR *03128883*

Serial #

Affixed to the real property situated at: 3503 SHADY CREEK DR DURHAM NC 27713

5. ALTERNATIVE DESIGNATION (if applicable)		<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOB	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL		7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) (optional)		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
<input checked="" type="checkbox"/> ESTATE RECORDS. Attach Addendum (if applicable)							

8. OPTIONAL FILER REFERENCE DATA

Account # 7440500939

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 7/29/98)

EXHIBIT F

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME
PIERCEFIRST NAME
DAVID

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME
PIERCEFIRST NAME
NANCY

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR EINADD'L INFO RE
ORGANIZATION
DEBTOR**11e. TYPE OF ORGANIZATION****11f. JURISDICTION OF ORGANIZATION****11g. ORGANIZATION ID #, if any**☐ NONE**12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.**14. Description of real estate:**

HOME IMPROVEMENT CARPET

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

PIERCE, DAVID

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction - effective 30 years☐ Filed in connection with a Public-Finance Transaction - effective 30 years

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)



WILLIE L. COVINGTON
REGISTER OF DEEDS, DURHAM COUNTY
DURHAM COUNTY COURTHOUSE
200 E. MAIN STREET
DURHAM, NC 27701

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 01/14/2008 10:12:26 AM
Book: RE 5843 Page: 665-667
Document No.: 2008001583
UCC 3 PGS \$38.00

Recorder: JENNIFER H SMITH



2008001583

ATTORNEYS AND COUNSELORS AT LAW

8111 LBJ Freeway, Suite 480 | Dallas, Texas 75251 | www.abvlaw.com
telephone: 214.276.1545 | facsimile: 214.276.1546 | toll free: 1.866.553.7015

May 9, 2011

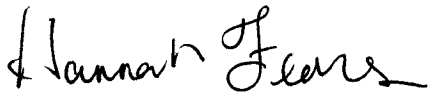
Clerk, U.S. Bankruptcy Court
101 S. Edgeworth Street
Greensboro, NC 27401

Re: In re: David Stewart Pierce and Nancy Ahlgren Pierce (Debtors)
(Case No. 11-80296);
In the United States Bankruptcy Court for the Middle District of North
Carolina (Durham)

Dear Court Clerk,

Please find enclosed Nationwide Acceptance's Objection to Confirmation of Chapter 13 Plan that needs to be filed in the above-referenced bankruptcy case. Should you have any questions regarding this filing, please feel free to contact me at: 214-276-1545 ext. 217.

Sincerely,



Hannah Flores
Legal Assistant

Enclosure